



Order Filed on January 5, 2018
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)
DONALD C. GOINS, ESQ. (DCG1005)
GOINS & GOINS, LLC
323 Washington Avenue
Elizabeth, NJ 07202
(908) 351-1984
Fax: (908) 351-1982
Attorney for Debtor

In Re:

Marian B. Ellison,

Case No.: 17-10389-CMG

Adv. No.:

Hearing Date: 1 / 3 / 2018

Judge: CMG

**ORDER TO APPROVE SETTLEMENT WITH
TOWNSHIP OF PISCATAWAY**

The relief set forth on the following pages, numbered two (2) through 2
is hereby **ORDERED**.

DATED: January 5, 2018

A handwritten signature in black ink, reading "Christine M. Gravelle", is written over a horizontal line.

Honorable Christine M. Gravelle
United States Bankruptcy Judge

(Page 2)

Debtor: Marian B. Ellison
Case No.: 17-10389-CMG
Caption of Order: Order to Approve Settlement

THIS MATTER having been opened to the Court upon the Motion of DONALD C. GOINS, ESQ., attorney for the Debtor, Marian B. Ellison, for an Order approving a settlement with the Township of Piscataway and the Chapter 13 Trustee and all parties who have filed a notice of appearance in the case, having been given proper notice, and no objections have been filed, and it appearing that said settlement is proper and in the best interest of the capital debtor and the estate, and for good cause shown, it is hereby ordered that:

1. Movants' Motion is hereby granted and the Temporary Easement and compensation of \$4,640.32 attached to Motion as Exhibit "A" is approved;

Prepared by:

James F. Clarkin III, Esq.

PERMANENT EASEMENT FOR MUNICIPAL PURPOSES
and TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this day of , 2017,

Between: **MARIAN B. ELLISON**
whose address is 72 Brotherhood Street, Piscataway, NJ 08854
(hereinafter designated as the "Grantor"),

And: **TOWNSHIP OF PISCATAWAY**, a Municipal Corporation of the State of NJ,
having its principal place of business located at 455 Hoes Lane, Piscataway, New Jersey 08854
(hereinafter designated as the "Grantee"),

WITNESSETH:

THAT for and in consideration of FOUR THOUSAND SIX HUNDRED FORTY AND 32/100 DOLLARS (\$4,640.32), paid to the Grantor by the Grantee, at or before the ensembling of these presents, receipt whereof is hereby acknowledged, Grantor has granted and does by these presents grant to Grantee an easement for the purposes hereinafter set forth, through, over, upon, under, in, across and along the following described premises owned by the Grantor in the Township of Piscataway, County of Middlesex, and State of New Jersey, more fully described on Schedule "A" attached hereto and made a part hereof.

THIS instrument conveys to Grantee, its successors and assigns, the perpetual and unrestricted right to utilize the lands described in Schedule "A" for any and all municipal purposes Grantee may deem necessary and appropriate for the advancement and protection of the health, safety and welfare of the residents of the Township, and others, including but not limited to the installation of curbs, gutters, sidewalks, roadways, and appropriate drainage therefor, storm water and sanitary sewer facilities, bridges and abutments, and gas, electric, water supply, utility and communications systems. The parties hereto further recognize that it may be necessary, in the future, for the Township of Piscataway, or its designees, to enter upon the lands of Grantor described on Schedule "A", to construct, re-construct, inspect, enlarge, repair, maintain, improve, operate or use such facilities.

IT IS THE true intent and purpose of these presents to convey to the Grantee a perpetual right to enter upon the lands described in Schedule "A", and to construct, re-construct, inspect, enlarge, repair, maintain, improve, operate or use therein the easement herein granted for such facilities for the municipal purposes described above.

TO HAVE AND TO HOLD the said easement unto the use of the Grantee, its successors and assigns, forever. It is the true intent and purpose of these presents that this easement shall run with the land.

THIS INSTRUMENT also conveys to Grantee, its successors and assigns, the temporary and unrestricted right to utilize said lands described in Schedule "A" as a Temporary Construction Easement to construct, slope, grade, fill, remove soil, seed, plant trees, vines and shrubs; and to store vehicles, equipment, tools, implements and materials. The term of this temporary easement shall be no longer than six (6) months from the date of commencement of construction of the Brotherhood Street Roadway Improvement Project.

PROVIDED that, upon the completion of any work related to the aforesaid purposes, the Grantee shall cause all vehicles, equipment, tools and implements used in such work and all materials not

Exhibit A



T 732 846 8585
F 732 846 9439

261 Cleveland Avenue
Highland Park, NJ 08904

Legal Description

Brotherhood Street Road Improvements

Permanent Roadway and Drainage & Temporary Construction and Grading Easement - Parcel 32

Block 8802, Lot 3.02

Township of Piscataway

Middlesex County, New Jersey

Permanent Roadway Easement

BEGINNING at a point, said point marking the intersection of the common lot line between Lots 3.02 and 4 in Block 8802 with the existing westerly right-of-way line of Brotherhood Street (Variable width); thence

1. South 63 degrees 12 minutes 51 seconds West, along said common lot line, a distance of 5.03 feet to a point lying in the Proposed Permanent Roadway Easement Line; thence
2. North 21 degrees 02 minutes 09 seconds West, along said easement line, a distance of 85.80 feet to a point lying in the common lot line between Lots 3.01 and 3.02 in Block 8802; thence
3. North 63 degrees 12 minutes 51 seconds East, along common lot line, a distance of 5.03 feet to a point lying in the existing westerly right-of-way line of Brotherhood Street (Variable width); thence
4. South 21 degrees 02 minutes 09 seconds East, along said westerly right-of-way line, a distance of 85.80 feet to the point or place of BEGINNING.

The above-described easement contains 429 SF, more or less, all as shown on a map entitled "Brotherhood Street Road Improvements from New Durham Road to Ethel Road, Individual Property Parcel Map-32, Townships of Piscataway & Edison, Middlesex County, New Jersey"; prepared by Menlo Engineering Associates, Inc.; Job No. 2012.054; dated January 14, 2016;

Permanent Drainage Easement

COMMENCING from a point, said point marking the intersection of the common lot line between Lots 3.02 and 4 in Block 8802 with the existing westerly right-of-way line of Brotherhood Street (Variable width); and from said point running the following two (2) courses to the true point or place of BEGINNING; thence

- A) South 63 degrees 12 minutes 51 seconds West, along said common lot line, a distance of 5.03 feet to a point lying in the Proposed Permanent Roadway Easement Line; thence
- B) North 21 degrees 02 minutes 09 seconds West, along said easement line, a distance of 69.14 feet to the point or place of BEGINNING; thence
1. South 68 degrees 57 minutes 51 seconds West, along the Proposed Permanent Drainage Easement line, a distance of 15.40 feet to a point; thence

Schedule "A"

2. North 21 degrees 02 minutes 09 seconds West, continuing along said easement line, a distance of 15.11 feet to a point lying in the common lot line between Lots 3.01 and 3.02 in Block 8802; thence
3. North 63 degrees 12 minutes 51 seconds East, along said common lot line, a distance of 15.48 feet to a point lying in the Proposed permanent easement line; thence
4. South 21 degrees 02 minutes 09 seconds East, along said easement line, a distance of 16.66 feet to the point or place of BEGINNING.

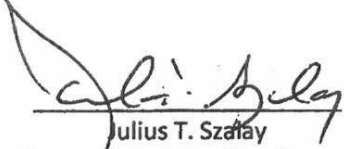
The above-described easement contains 245 SF, more or less, all as shown on a the aforesaid map;

Temporary Construction and Grading Easement

A Temporary Construction and Grading Easement for Lot 3.02 in Block 8802 is hereby defined as the area between the Proposed Permanent Roadway Easement Line along Brotherhood Street (Variable Width) and the Proposed Permanent Drainage Easement and the Temporary Construction and Grading Easement Line, all as shown on the aforesaid map;

The above-described easement contains 630 SF, more or less.

JTS/dp
MEA #2012.054
January 14, 2016


Julius T. Szalay
Professional Engineer/Land Surveyor
NJ PE&LS #30728

incorporated therein to be removed from said lands and shall cause said lands to be left in good and proper condition.

THE Grantor covenants that it has not done or executed, or there has not been done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, nor are at any time hereafter will or may be charged or encumbered in any manner or way whatsoever, including, without limitation, any mortgage, judgement lien or tax lien of any kind whatsoever.

EACH PARTY shall indemnify and save harmless the other from and against any and all claims or demands for or in connection with any occurrence, accident, injury, damage, or dispute arising out of the exercise of the rights hereunder, and from and against any and all costs, expenses relating thereto, including but not limited to reasonable attorney's fees except when any of the foregoing arises out of the sole negligence of the party otherwise to be indemnified. Each party shall give prompt notice to the other of any claims or demands.

ALL of the provisions of this easement shall be binding upon Grantor, and Grantor's successors and assigns, forever.

THE provisions hereof are intended to be severable and the invalidity of any one of the covenants, conditions, or restrictions, by judgement or court order, shall in no way affect any other provisions which shall remain in full force and effect.

GRANTOR represents to Grantee that the lands described in Schedule "A" are a portion of **Lot 3.02 in Block 8802** on the Tax Map of the Township of Piscataway.

IN the event of a discrepancy between the terms of this easement instrument and the terms in any of the exhibits attached to this easement instrument, the terms of this easement shall control.

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seals, or caused the corporate seal to be affixed, the day and year first above written.

Witness/Attest:

James F. Clarkin III

MARIAN B. ELLISON

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX: SS.:

I CERTIFY that on _____, 2017, MARIAN B. ELLISON personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

JAMES F. CLARKIN III, ESQ.
Attorney at Law of the State of NJ

Please Record and Return to:
CLARKIN & VIGNUOLO, P.C.
Attorneys At Law
1100 Centennial Avenue, Suite 203
Piscataway, NJ 08854

Certificate of Notice Page 7 of 7
United States Bankruptcy Court
District of New Jersey

In re:
Marian B Ellison
Debtor

Case No. 17-10389-CMG
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
Form ID: pdf903

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jan 05, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 07, 2018.

db +Marian B Ellison, 72 Brotherhood Street, Piscataway, NJ 08854-5426

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 07, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 5, 2018 at the address(es) listed below:

Albert Russo docs@russotrustee.com
Denise E. Carlon on behalf of Creditor HomeBridge Financial Services, Inc.
dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
Donald C. Goins on behalf of Debtor Marian B Ellison dngoins1@gmail.com,
G25787@notify.cincompass.com
Rebecca Ann Solarz on behalf of Creditor HomeBridge Financial Services, Inc.
rsolarz@kmlawgroup.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 5